actually participated in the negotiation of the 1983 Agreement, which she did not sign.

Thus, the oft-repeated statement that Christopher and Clare Milne benefited personally and massively from the 1983 Agreement is respondent's assertion, and does not reflect the record in the case. More importantly, that assertion is irrelevant. Even if petitioner did receive increased royalties as a result of the 1983 Agreement, she manifestly would have obtained an even better deal if she had been allowed to exercise her statutory right to terminate the 1930 Grant. That termination would allow her to conclude a new license agreement with Disney, from which she would receive all the royalties—the very result that respondent here opposes. That opportunity—to recapture the full value of copyrighted works that proved unexpectedly popular—is exactly what Congress intended to confer on authors and their families in Section 304.

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The petition for a writ of certiorari should be granted.

Respectfully submitted.

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JUNE 2006

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respondent's citations for the proposition that petitioner and her father benefited from the 1983 Agreement are to the Ninth Circuit's decision, without further citation to the record. *See* Opp. 4, 6, 8, 18.